

REQUEST FOR PROPOSAL

EQUAL ACCESS LONG DISTANCE WITH SECURITY LEVEL CALL DETAIL



**File No: N 91999 YT
Solicitation No: 2202921**

**Proposal Opening Date: OCTOBER 12, 2005
Proposal Opening Time: 10:00 A.M. (CDT)**

**State of Louisiana
Office of State Purchasing
Tim Kemp, State Purchasing Officer
(225) 342-8021
tim.kemp@la.gov**

REQUEST FOR PROPOSAL

STATE OF LOUISIANA

DIVISION OF ADMINISTRATION

OFFICE OF STATE PURCHASING



BIDS WILL BE PUBLICLY OPENED:

OCT 12, 2005 10:00 AM

PURCHASING AGENCY NO. : 107001

=====> VENDOR NO. :
SOLICITATION : 2202921
FILE NO. :
OPENING DATE : 10/12/05

VENDOR NAME AND ADDRESS

SEE NO. 8 BELOW. RETURN BID TO
10:00 AM

2202921 10/12/05

OFFICE OF STATE PURCHASING
OFFICE OF STATE PURCHASING
POST OFFICE BOX 94095
BATON ROUGE, LA 70804-9095

BUYER : TIM KEMP
BUYER PHONE : (225) 342-8021
DATE ISSUED : 09/07/05
REQ. AGENCY : 107001 FOLD HERE-->
OFFICE OF STATE PURCHASING

AGENCY REQ. NO. :
ISIS REQ. NO. : 1281615
VENDOR PHONE :
FISCAL YEAR : 06
CLASS/SUBCLASS : 91577
SCHEDULED BEGIN DATE : 03/01/07
SCHEDULED END DATE : 02/28/10
T-NUMBER : 91999

**FILL IN VENDOR NUMBER (FEIN), NAME AND
ADDRESS ABOVE, BEFORE SUBMITTING BID.**

*EQUAL ACCESS LONG DISTANCE WITH SECURITY
LEVEL CALL DETAIL, FILE # N-91999-YT*

TO BE COMPLETED BY VENDOR

1. _____ PLEASE REMOVE FROM THIS COMMODITY CODE.
2. _____ DELIVERY WILL BE MADE IN THIS NUMBER OF DAYS AFTER RECEIPT OF ORDER.
3. _____ % CASH DISCOUNT FOR PROMPT PAYMENT IF MADE WITHIN THIRTY (30) DAYS. CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. ON INDEFINITE QUANTITY TERM CONTRACTS, CASH DISCOUNTS WILL BE ACCEPTED AND TAKEN BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS.
4. _____ BID BOND ATTACHED, _____ CERTIFIED CHECK ATTACHED, _____ OTHER, IF REQUIRED.
5. _____ BID REFERENCE NUMBER. (THIS NUMBER WILL APPEAR ON RESULTING ORDER OR CONTRACT).

INSTRUCTIONS TO BIDDERS

1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS.
2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALED BY THE BIDDER.
3. THIS BID IS TO BE MANUALLY SIGNED IN INK.
4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D." REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER.
5. AMOUNT OF BID BOND REQUIRED: _____ N/A _____.
6. AMOUNT OF PERFORMANCE BOND, IF REQUIRED. _____ OR _____ 0% _____ OF BID.
7. DESIRED DELIVERY: _____ SEE DETAILS ELSEWHERE IN DOCUMENT _____
8. TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA SHOULD BE RETURNED IN AN ENVELOPE OR PACKAGE CLEARLY MARKED WITH THE BID OPENING DATE AND THE BID NUMBER, OR SUBMITTED IN THE SPECIAL ENVELOPE IF FURNISHED FOR THAT PURPOSE.
9. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.
10. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS AND SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.30). ALL BID INFORMATION SHALL BE MADE WITH INK OR TYPEWRITTEN.

FOLD HERE-->

VENDOR PHONE NUMBER:
FAX NUMBER:

TITLE

DATE

SIGNATURE OF AUTHORIZED BIDDER - SEE NO. 30, PAGE 3.
(MUST BE SIGNED)

NAME OF BIDDER
(TYPED OR PRINTED)

1.0 SCOPE

1.1 DESCRIPTION OF EQUIPMENT, SYSTEM, OR SERVICE TO BE PROVIDED

This bid document solicits bid responses for a statewide multi-year contract for Equal Access Long Distance with Security Level Call Detail. The carrier shall be assigned on a “PIC” basis in equal access central offices to State of Louisiana Centrex stations, PBX trunks, or local business lines. The carrier shall handle the call and shall be required to mask out the last four digits of the called number in the call detail tape and the hard copy bill. This is to protect the identity of the called party for security reasons.

A primary and secondary Contractor may be selected.

1.2 NON-EXCLUSIVE CONTRACT

This contract is non-exclusive and shall not in any way preclude the State from entering into similar contracts and/or arrangements with other vendors or from acquiring similar, equal or like goods and/or services from other entities or sources.

1.3 GUARANTEE OF QUANTITIES OR CONTRACT USE

Quantities that may be used in this bid document are for informational purposes only. The State does not guarantee that these quantities shall be purchased from the contract.

The State of Louisiana has approximately 400 Centrex stations, PBX trunks, business lines, and/or residential lines statewide provided by the local exchange telephone company that are PIC’ed to a carrier for long distance service with Security Level Call Detail.

This bid document solicits a bidder to serve as the primary carrier for IntraLATA, Intrastate, and Interstate calling, originating from these lines. It is desirable that the bidder support international calling. Typical equal access long distance calling with security level call detail monthly usage originating on these lines is as follows:

Call Summary	Calls	Minutes
IntraLATA	987	2225
Intrastate	4969	14000
Interstate	770	4000
Canada	4	11
International	3	11
Directory Assistance	18	21

Operator Assisted calling, International calling, and Directory Assistance calling shall be treated as incidental.

2.0 BID RESPONSE PREPARATION/SUBMITTAL INSTRUCTIONS

2.1 DEFINITIONS

Bid Document - for the purposes of this document, is defined as the document used to solicit bids or proposals and may mean either an Invitation to Bid (ITB) or a Request for Proposals (RFP).

Bid Response - for purposes of this document, is defined as the document submitted by a vendor in response to an ITB or an RFP.

Bidder - for purposes of this document, is defined as a person who submits a bid in response to an ITB or a proposal in response to an RFP.

Contractor - means any person having a contract with a governmental body.

International Traffic – means traffic terminating outside of the Interstate and Intrastate areas as defined herein. This traffic shall be treated as incidental traffic.

Interstate Traffic – means calls originating within Louisiana and terminating outside Louisiana but in area codes within the continental United States, Alaska and Hawaii.

Intrastate Traffic – for the purposes of this document, means calls originating in one Louisiana LATA and terminating in a different Louisiana LATA.

IntraLATA – means calls originating and terminating within the LATA.

LATA – means Local Access and Transport Area.

NPA – means Numbering Plan Area.

OTM – means the Office of Telecommunications Management.

OTM Project Manager - may mean an employee of OTM who has been assigned as project manager to a specific project or an OTM-designated representative; i.e., an employee of another state agency other than OTM.

Primary Contractor – means the bidder selected to be the “Contractor of choice” to deliver services solicited in this bid document.

Secondary Contractor – means the bidder selected to serve in a “standby” capacity to facilitate rapid replacement of the primary Contractor in the event of

default by the primary Contractor. The secondary Contractor may be utilized to provide diverse backup/disaster recovery services if deemed appropriate by OTM or to address specific coverage requirements not adequately supported by the primary Contractor.

Service Offering – for purposes of this bid document, is defined as the bidder’s past and present performance (including any knowledge OTM may have regarding the bidder's performance on State projects/contracts), the bidder's experience and qualifications, as well as the bidder’s proposed solution to the State’s needs and stated desirable features/functions, as applicable.

Shall - denotes a mandatory requirement, per Louisiana Revised Statute 39:1556.

2.2 CALENDAR OF EVENTS

Release Bids:	September 8, 2005
Deadline to Receive Inquiries:	September 22, 2005
Deadline to Answer Inquiries:	September 29, 2005
Bid Opening:	October 12, 2005 - 10:00 AM CDT

NOTE: The State of Louisiana reserves the right to deviate from these dates.

2.3 BID DOCUMENT INQUIRIES

An initial inquiry period is hereby firmly set for all interested bidders to perform a detailed review of the bid document and to submit any written questions relative thereto. *Without exception*, all questions SHALL be in writing (even if an answer has already been given to an oral question during the pre-bid conference if one was held) and received by the close of business on the inquiry deadline date set forth in the Calendar of Events. Initial inquiries shall not be entertained thereafter.

The State shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency customers. The State reasonably expects and requires responsible and interested bidders to conduct their in-depth bid review and submit inquiries in a timely manner.

Further, we realize that additional questions or requests for clarification may generate from the State’s addendum responses to the inquiries received during the initial inquiry period. Therefore, a final 3-day inquiry period shall be granted. Questions relative to the addendum shall be submitted by the close of business three working days from the date the addendum is posted to LaPAC (*). If necessary, another addendum shall be issued to address the final questions received. Thereafter, all bid documents, including but not limited to the

specifications, terms, conditions, plans, etc., shall stand as written and/or amended by any addendum issued as a result of the final inquiry period.

*Note: LaPAC is the State's online electronic bid posting and notification system resident on State Purchasing's website [www.state.la.us/osp] and is available for vendor self-enrollment. In that LaPAC provides an immediate e-mail notification to subscribing bidders that a bid and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting dates.

No negotiations, decisions, or actions shall be executed by any bidder as a result of any oral discussions with any State employee or State consultant. The State shall only consider written and timely communications from bidders.

Inquiries shall be submitted in writing by an authorized representative of the bidder, clearly cross-referenced to the relevant bid document section. Only those inquiries received by the established deadline shall be considered by the State. Answers to questions that change or substantially clarify the bid document shall be issued by addendum and provided to all perspective bidders.

Inquiries concerning this solicitation shall be delivered by mail, express courier, e-mail, hand, or fax to:

Office of State Purchasing
Attention: Tim Kemp
Mailing Address:
P. O. Box 94095
Baton Rouge, LA 70804-9095

Courier Delivery Address:
1201 N. Third Street, Suite 2-160
Baton Rouge, LA 70802
E-Mail: tim.kemp@la.gov
FAX: (225) 342-8688

A copy of such inquiry should be delivered to:

Office of Telecommunications Management
Attention: Nancy Jordan
Mailing Address:
P.O. Box 94280
Baton Rouge, LA 70804-9280

Courier Delivery Address:
150 Third Street, 10th Floor, Room 1014
Baton Rouge, LA 70801

E-Mail:
nancy.jordan@la.gov
FAX: (225) 342-7984

2.4 BLANK

2.5 BLANK

2.6 NUMBER OF COPIES SUBMITTED

Each bidder shall submit one signed original and should submit three copies of the bid response.

2.7 DELIVERY OF BID RESPONSES

This bid document is available in electronic form at the Office of State Purchasing's LaPAC website:

<http://wwwsrch2.doa.state.la.us/osp/lapac/pubmain.asp>.

It is available in PDF format or in printed form by submitting a written request to the bid document Contracting Officer with the Office of State Purchasing.

All bid responses shall be received by the Office of State Purchasing **no later than the date and time shown in the Calendar of Events.**

Important – Clearly mark outside of envelope, box or package with the following information and format:

- Bid Document Name: Equal Access Long Distance with Security Level Call Detail
- File Number: N-91999-YT; Solicitation No. 2202921
- Bid Document Opening Date: October 12, 2005 – 10:00 AM CDT

Bidders are hereby advised that the U.S. Postal Service does not make deliveries to the Office of State Purchasing's physical location.

Bid responses may be mailed through the U.S. Postal Service to:

Office of State Purchasing
P. O. Box 94095
Baton Rouge, LA 70804-9095

Bid responses may be delivered by hand or courier service to:

Office of State Purchasing

1201 North 3rd Street
Suite 2-160
Baton Rouge, LA 70802

Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to the Office of State Purchasing's physical location. The Office of State Purchasing is not responsible for any delays caused by the bidder's chosen means of bid response delivery.

Bidder is solely responsible for the timely delivery of its bid response. Failure to meet the bid opening date and time shall result in rejection of the bid response.

Publicizing Awards. In accordance with L.A.C. 34:I.535, unsuccessful bidders shall be notified of the award provided that they submit a self-addressed stamped envelope requesting this information with their bid.

2.8 PROPOSED SPECIAL BILLING ARRANGEMENT/CUSTOM TARIFF

If applicable, the bidder should include with the bid response a copy of the Special Billing Arrangement/Custom Tariff (SBA/CT) that the bidder would be required to file with the Public Service Commission (PSC) and/or the Federal Communications Commission (FCC) in order to comply with the bid response, this bid document, and the contract, if awarded the contract. This SBA/CT shall be reflective of and shall not contradict in any manner any of the mandatory terms and conditions of the bid document or the prices and services offered in the bid response. If the bidder is awarded the contract, the bidder shall file this exact SBA/CT with the PSC and/or the FCC as soon as possible and in accordance with the PSC's and/or the FCC's guidelines governing the filing of an SBA/CT. If the bidder is awarded the contract, the bidder shall agree that the SBA/CT shall not be amended during the term of the contract without prior notice to and written approval of OTM and the Office of State Purchasing. If the amendment to the SBA/CT contradicts, modifies, or nullifies the terms, conditions, and/or prices of the contract, the State shall be entitled to cancel the contract with thirty days written notice and seek liquidated damages from the Contractor as appropriate and/or forfeiture of all or part of the performance guarantee, as applicable.

The bidder should indicate in Section 7 if an SBA/CT is required to be filed, which regulatory bodies (PSC and/or FCC) require the filing, and how many days it would take the bidder to file the SBA/CT after notification by the State of intent to award the contract to the bidder. The bidder should also provide a copy of the proposed SBA/CT with the bid response. If the bidder does not provide this documentation and/or information with the bid response, OTM shall request the documentation and/or information after the bid response is received. If the bidder cannot provide the documentation and/or information by the deadline requested by OTM, the bid response shall be rejected.

2.9

JOINT BID RESPONSES

A joint bid response (two or more bidders quoting jointly on one bid response) may be submitted, and each participating bidder shall sign the joint bid response. If the contract is awarded to joint bidders, there shall be one contract issued to the joint bidders. Each joint Contractor shall agree to take necessary action to ensure that all the obligations of the contract are met. Specifically, in the event the State determines that one or more of the joint Contractors has not met the obligations under the contract, the other joint Contractor shall take necessary actions to ensure that the obligations of the contract are met at no additional cost to the State and with the understanding that if a replacement Contractor is utilized, the replacement Contractor shall comply with all terms and conditions of the bid document and contract. Further, in the event the State requires a performance guarantee, the joint bidders shall submit a single performance guarantee issued in the names of all joint bidders. In the event any of the joint Contractors do not meet the performance requirements, the State shall have the option to make claim up to the limit of the guarantee. The joint Contractors shall also designate, in writing, one Contractor that shall function as the single point of contact concerning all matters relating to the contract. The State assumes no responsibility or obligation for the division of orders or purchases among the joint Contractors.

2.10

TRADE SECRETS AND PROPRIETARY INFORMATION

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of your bid response. Your cost bid response shall not be considered confidential under any circumstance. Any bid response marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) shall be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Bidders are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections shall be claimed by the bidder at the time of submission of its Technical bid response. Bidders should refer to the Louisiana Public Records Act for further clarification.

The bidder shall clearly designate the part of the bid response that contains a trade secret and/or privileged or confidential proprietary information as “confidential” in order to claim protection, if any, from disclosure. The bidder shall mark the cover sheet of the bid response with the following legend, specifying the specific section(s) of his bid document sought to be restricted in accordance with the conditions of the legend:

“The data contained in pages _____ of the bid response have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Bidder as a result of or in connection with the submission of this bid response, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the State of Louisiana’s right to use or disclose data obtained from any source, including the bidder, without restrictions.”

Further, to protect such data, each page containing such data shall be specifically identified and marked “CONFIDENTIAL”.

Bidders shall be prepared to defend the reasons why the material should be held confidential. If a competing bidder or other person seeks review or copies of another bidder's confidential data, the State shall notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it shall agree to indemnify the State and hold the State harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order the State to disclose the information. If the owner of the asserted data refuses to indemnify and hold the State harmless, the State may disclose the information.

The State reserves the right to make any bid response, including proprietary information contained therein, available to OSP personnel, the Office of the Governor, or other State agencies or organizations for the sole purpose of assisting the State in its evaluation of the bid response. The State shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

If your bid response contains confidential information, you should also submit a redacted copy along with your bid response. If you do not submit the redacted copy, you shall be required to submit this copy within 48 hours of notification from the Office of State Purchasing. When submitting your redacted copy, you should clearly mark the cover as such - “REDACTED COPY” - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed.

2.11 BID OPENING

Bid responses shall be opened publicly at the Office of State Purchasing at the date and time indicated in Calendar of Events, Section 2.2. Only names of the bidders submitting bid responses shall be read.

2.12 SIGNATURE AUTHORITY

In accordance with L.R.S. 39:1594 (ACT 121), the person signing the bid shall be:

1. A current corporate officer, partnership member or other individuals specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary of State; or
2. an individual authorized to bind the vendor as reflected by a corporate resolution, certificate or affidavit; or
3. other documents indicating authority which are acceptable to the public entity.

2.13 BID RESPONSE VALIDITY

All bid responses shall be considered valid for acceptance until such time an award is made, unless the bidder provides for a different time period within its bid response. However, the State reserves the right to reject a bid response if the bidder's response is unacceptable and the bidder is unwilling to extend the validity of its proposal.

3.0 BID DOCUMENT REQUIREMENTS

3.1 BIDDER REQUIREMENTS

A. COMPLIANCE WITH CIVIL RIGHTS LAWS

By submitting and signing this solicitation, the bidder agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the equal opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments Act of 1972, the Age Act of 1975, and bidder agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Bidder agrees not to discriminate in its employment practices, and shall render services under any contract entered into as a result of this solicitation, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by bidder, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.

B. CERTIFICATION OF NO SUSPENSION OR DEBARMENT

By signing and submitting any bid for \$100,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133.

A list of parties who have been suspended or debarred can be viewed via the internet at www.arnet.gov/epls.

3.1.1 BIDDER QUALIFICATIONS

The State desires that the bidder have an established reputation as a provider of highly reliable, high quality long distance services with a very responsive customer care organization dedicated to the timely resolution of customer service issues such as ordering, repairing, and billing. The bidder should provide documentation demonstrating these desired characteristics on the “Bidder Qualification” form in Section 7.

The State desires the bidder supply three (3) customer references for the service being bid. The State desires that the bidder submit references other than any associated with the State of Louisiana. The State desires references which are of similar size, scope, and complexity to this bid document. The State shall contact the references to determine the bidder’s qualifications, experience, past and present performance, and ability to meet contract obligations. Information received from the references shall be evaluated. Bidders should provide reference information on the “References” form in Section 7.

If more than three (3) references are submitted, only the first three (3) shall be evaluated. If any of the references cannot be contacted after three (3) call attempts, the bidder shall be contacted for assistance.

3.1.2 CONVERSION EFFORT

The State desires a rapid, non-disruptive conversion from our existing Contractor to the new Contractor. The bidder should provide a detailed narrative discussion of the proposed approach to the initial conversion effort. In particular, the bidder should address how the bidder proposes to convert PIC assignments in a timely, non-disruptive fashion. The bidder should provide this narrative on the “Conversion Effort” form in Section 7.

3.1.3 ACCOUNT ADMINISTRATION AND SERVICE ORDER PROCESSES

The State desires the ability to quickly activate/deactivate Equal Access Service on any trunk, business line, or Centrex station in OTM’s inventory. OTM currently utilizes an order entry system (Stonehouse) that generates an OTM Service Order that some Contractors have accepted as the “service order” authorizing action. The bidder should provide a detailed narrative discussion of the proposed approach to ongoing account administration and service order processes including the order information required to establish or remove service on a PBX Trunk, Business Line, or Centrex station. The bidder should discuss the media accepted (fax, email, web based order form, etc.) and willingness to utilize the OTM Service Order, or provide samples of any proposed bidder order

forms/formats. The bidder should provide this narrative on the “Account Administration and Service Order Processes” form in Section 7.

3.1.4 CUSTOMER SERVICE

The State desires the highest level of effective, responsive customer service and support for the proposed services requested in this bid document. The bidder should provide a narrative describing his company’s service and support program. Service guarantees for outages and interruptions should be explained. Response times for restoration of outages should be described as well how a major network failure shall be handled. The bidder should explain how his company’s organization shall interact with the OTM Help Desk Operation. It is desirable for the bidder to supply name and telephone number lists with responsibilities noted as well as escalation procedures for service related activities. A primary person or team designated to handle routine and daily requests should be noted with their back-ups and managers. The bidder should describe how troubles are to be reported. A toll free number and e-mail address are desired for reporting troubles both during business hours and at night, weekends, and holidays. All information should be kept current and updated by the Contractor as necessary to provide the high level of service expectations as noted above. The bidder should provide this narrative on the “Customer Service and Support” form in Section 7.

Bidders are encouraged to supply relevant information concerning their qualifications to perform work under this contract and any value added benefits of their service offerings such as bill analyzer software packages and/or electronic reporting packages available at no additional cost to the State. This information should be provided in narrative form on the “Relevant Information” form in Section 7.

3.2 TECHNICAL REQUIREMENTS

3.2 TECHNICAL REQUIREMENTS

3.2.1 GENERAL

This bid document solicits bid responses to provide equal access long distance services with security level call detail to the State of Louisiana as described below.

OTM shall not assign a Primary Interexchange Carrier (PIC) code to trunks, 1FBs, or Centrex lines that are not allowed to make Direct Distance Dialing (DDD) calls.

3.2.2 EQUAL ACCESS

Equal access services shall be utilized to complete IntraLATA, Intrastate, and Interstate traffic. The State desires that the Contractor support Interstate calling to all territories and properties of the United States as defined in the Definitions Section of this bid (2.1). If the bidder's calling area varies from this definition, it should be itemized on the "Call Rating Method" form in Section 7. The State also desires that the Contractor be able to support international calling. The carrier shall be assigned on a "PIC" basis in equal access central offices. The carrier shall handle the call and shall **mask out the last four digits** of the called number detail for security reasons. The State desires that the last four digits be replaced with zeros (0).

The bidder shall provide a detailed narrative discussion of how individual calls are rated, including any minimum billed call duration for each completed call, billing increments beyond the minimum duration, and any rounding techniques employed to establish the total charge for a call. The bidder should provide this information on the "Call Rating Method" form in Section 7 with the bid response. If this information is not submitted with the bid response, OTM shall request the documentation after the bid response is received. If the bidder cannot provide the documentation by the deadline requested by OTM, the bid response shall be rejected

3.2.2.1 TOLL-FREE CALLS

The Contractor shall facilitate completion of calls to toll-free numbers at no charge.

3.2.2.2 DIRECTORY ASSISTANCE

The Contractor shall complete directory assistance calls (NPA-555-1212).

3.2.2.3 OPERATOR ASSISTED CALLS (0+, 0-)

Although the State does not anticipate completion of a significant volume of Operator Assisted Calls, the Contractor shall facilitate completion of such calls when dialed. The Contractor shall be responsible for checking the appropriate databases to verify that the calling telephone number is in fact authorized to place the type of call requested based on the Class of Call Screening Restrictions in place on the line. For example, a line may allow calls to be placed collect, third number billed, or billed to a calling card, but not billed to the originating line.

The Contractor shall also validate call screening restrictions in place on the lines to which a collect or third number billed call shall be charged. The State shall not be responsible for any charges associated with calls completed in violation of class of call screening restrictions.

3.2.2.4 CHANGE IN EQUAL ACCESS SUBSCRIPTION COST

The Contractor for equal access shall be responsible for payment of the PIC change cost as allowed for in the BellSouth Telecommunications, Inc. Tariff E 13.3.3. The Contractor shall coordinate the conversion with the Customer Service Section of OTM and shall only order changes that are approved by OTM.

3.3 EQUIPMENT/SERVICE PROVISION REQUIREMENTS

3.3.1 BLANK

3.3.2 IMPLEMENTATION

3.3.2.1 INTERFACE WITH COMMON CARRIER

The Contractor shall be responsible for all arrangements to interconnect the system proposed to the Common Carrier system and shall coordinate all such arrangements with the OTM Project Manager.

3.3.2.2 IMPLEMENTATION PLAN

Due to the necessity for the gradual phasing in of users of the current contract to the new contract, there shall be two periods of time in which both contracts are in effect. These periods shall be known as transition periods during which new orders shall be placed with the new Contractor while service continues with the old Contractor. No new orders shall be placed with the old Contractor. These periods are anticipated to take approximately ninety (90) calendar days each. At the end of the transition periods, service with the old Contractor shall be discontinued and all new and continuing orders shall be placed with the new Contractor.

3.3.3 INSTALLATION

There shall be a minimum service period of no more than thirty (30) consecutive calendar days. After a minimum service period expires, the State may terminate service without further obligation.

3.3.3.1 PROJECT MANAGEMENT

The Contractor shall be responsible for complete project management over the initial conversion of service, including development of implementation plans with responsibilities and schedules clearly defined. This applies to the initial phase of this project and involves specifically the PIC changes. The implementation/conversion plan shall be submitted for approval within twenty (20) calendar days of receipt of the award and prior to implementation/conversion.

The State desires a Contractor who can provide excellent project management skills for a contract of this scope and size. The bidder should provide a narrative describing the bidder's plan and other project management considerations needed for a successful project. The bidder should provide this information on the "Project Management" form in Section 7.

3.3.3.2 INSTALLATION INTERVAL

The bidder should discuss his company's guaranteed service installation/activation intervals and any proposed processes and procedures to facilitate the rapid activation/deactivation of calling capabilities. (See Section 6.2.3 for mandatory "Orders" requirements). The bidder should provide this narrative on the "Guaranteed Installation Intervals" form in Section 7.

4.0 PRICING SPECIFICATIONS

4.1 PRICING SPECIFIC TO THE BID DOCUMENT

4.1.1 EQUAL ACCESS

The bidder shall provide per minute rates for day, evening, and night periods for three types of traffic (IntraLATA, Intrastate, and Interstate). The bidder may bid the same rate for all time periods.

The bidder shall quote any conversion and installation costs that may apply.

The bidder shall provide per call rates for three types of traffic (IntraLATA, Intrastate, and Interstate) for directory assistance calls.

The bidder shall provide per call rates for operator assisted calls for each of three (3) traffic types listed above.

The bidder shall provide per call rates for any other call types supported (operator dialed, person to person, station to station, etc.)

If the bidder provides international calling, the bidder shall provide per minute rates for day, evening, and night periods for any international calling supported.

These rates should be included on the "Pricing Pages" forms in Section 7.

The bidder shall extend bid rates to no more than four (4) decimal places.

4.1.2 REGULATED CHARGES

The State desires a stable and predictable rate structure for the term of the contract. The State desires that the bidder's quoted rates be inclusive of the

bidder's cost of all FCC and/or LAPSC mandated surcharges and all FCC and/or LAPSC authorized surcharges, such as, but not limited to, contributions to the Universal Service Fund (USF).

Should the bidder decide to itemize these charges, these charges shall be known as "regulated" charges in the bid response. The bidder shall specify each regulated charge as a separate line item and **should provide details as to the nature of the charge and how and when the charge shall be applied.** The only acceptable regulated charges shall be: a percentage of usage charges, a per line charge, a per minute charge, or a per call charge. If itemizing these regulated charges on the "Regulated Charges" form in Section 7, the bidder should provide a clear description of the charge (example: USF/FCC authorized, XYZ/FCC mandated); the application of the charge (how and when it shall be applied); the unit measure (per minute of usage, per line, per call, or a percentage of usage charges); and the amount of the charge (cents, dollars, or percentage). If the bidder quotes regulated charges in the bid response that OTM is unable to apply to the model for evaluation purposes, the bid response shall be rejected. If the bidder has a question regarding what is considered to be an acceptable regulated charge, the bidder should submit a written inquiry. Once the charges are specified in the bid response, they cannot be increased during the life of the contract without the Contractor requesting a contract controversy meeting with the Office of State Purchasing and receiving approval for an increase.

The bidder shall make a distinction between mandatory regulated charges and authorized regulated charges.

The bidder shall make full disclosure of all rates and charges associated with the service offering. No additional rates or charges shall be allowed during the life of the contract unless collection is ordered by regulatory authority and a contract amendment has been approved.

4.2 MISSING PRICE

All prices shall be quoted in accordance with Section 4.1, Pricing Specific to the Bid Document. Items are listed separately on forms in Section 7 in order for the State to be able to purchase each item separately. Any item left blank, marked N/A or N/C, or marked as zero cost to the State shall be considered to be offered to the State at no charge. If the Contractor agrees in writing before award to provide the item at no cost, the Contractor shall be required to supply this item to the State at no cost whenever ordered during the entire term of the contract and any renewal terms.

5.0 EVALUATION AND AWARD

5.1 GENERAL

5.1.1 NO AWARD

The State reserves the right to cancel the bid document and not award to any bidder.

5.1.2 ADDITIONAL INFORMATION

The State reserves the right to require additional information from bidders and to conduct necessary investigations to determine responsibility of bidders or to determine accuracy of bid response information. If additional information is requested, the bidder shall furnish it within the State's stipulated deadline. Failure to do so shall result in rejection of the bid response.

5.2 CRITERIA

5.2.1 ADMINISTRATIVE AND TECHNICAL COMPLIANCE

All bid responses received as a result of this bid document shall be subject to review for the purposes of selecting a bidder to whom a contract shall be awarded. No information shall be given out concerning the ultimate outcome while consideration of the award is in progress.

The successful bidder(s) shall meet all mandatory administrative and technical requirements.

5.2.2 SPECIFIC CRITERIA (WEIGHTED)

Cost. The maximum number of points that shall be awarded for this criterion is seventy (70). The maximum points for this criterion shall be awarded to the bidder who bids the lowest total cost for the service calculated over a thirty-six (36) month period.

Service Offering. Bidders who are found to be technically and administratively compliant shall be assigned points in the Service Offering category. Points shall be assigned based on how well the bidder's service offering meets or exceeds the stated desirable features/functions, the State's perceived value of the service offering, and how well the bidder's overall service offering compares to the service offerings of other bidders eligible to receive points in this category.

The maximum number of points that may be awarded for this criteria is thirty (30). It is possible that no bidder may receive the maximum number of points.

5.2.3 SIMULTANEOUS REVIEW

The functions described in this section may be performed simultaneously or in any order. Once a determination is made that a bid response is non-compliant in any area, that bid response shall be disqualified from further consideration.

5.3 METHODOLOGY

5.3.1 MODEL

Cost shall be calculated by multiplying the unit price by the model quantities to obtain a total cost. The formula described below shall be applied to determine the points assigned to the bidder’s total cost. These points shall be added to the points assigned in the Service Offering criteria to determine a total point score for each bid response remaining in contention. The actual evaluation model shall be submitted in a sealed envelope to the Office of State Purchasing prior to bid opening. This model shall become part of the file and shall be available to all bidders after bid opening.

5.3.2 FORMULAS

This formula shall be used for determining the points for cost.

The lowest bid price, PI, shall be awarded a score equal to the maximum points for cost.

All other bids, Pi, i=2,3,...N, where N is the total number of bid responses and where MP is the maximum points for the category, shall be scored as follows:

Example:	Score of Bid I	=	$\frac{PI}{Pi} \times MP$
	Vendor 1 Lowest bid \$10,000	=	PI
	Vendor 2 bid \$20,000	=	Pi
	70	=	MP
	$\frac{(\text{Vendor 1}) \$10,000 \times 70 (\text{MP})}{(\text{Vendor 2}) \$20,000}$	=	35

5.3.3 EMPIRICAL DATA

Estimated quantities that may be used in sealed models or this bid document represent projected consumption from the ensuing contract over the term of the contract and are based upon historical usage, known future purchases, market trends, and subjective projections of usage.

5.4 OTM RECOMMENDATION FOR AWARD

5.4.1 DETERMINATION OF SUCCESSFUL BIDDER

A recommendation for a primary award shall be made for the bidder who receives the highest ranking in point allocation and who meets all mandatory administrative and technical requirements. The bidder who receives the next highest ranking in point allocation and who meets all mandatory and technical requirements may be recommended for a secondary award

5.4.2 WRITTEN RECOMMENDATION FOR AWARD

When OTM has completed the evaluation and a successful bidder(s) has been determined, a written recommendation for award shall be forwarded to the Office of State Purchasing for review.

5.5 AWARD

The Office of State Purchasing shall issue a Notice of Award to the successful bidder(s).

6.0 CONTRACTUAL TERMS AND CONDITIONS

6.1 GENERAL TERMS AND CONDITIONS

6.1.1 TAXES

Bidders should be aware that any taxes levied upon the selected bidder or his equipment shall be paid in accordance with current tax laws in effect at the time of the purchase by the State. Selected bidders shall pay all other taxes or assessments, however designated, imposed or levied in connection with this contract and shall be solely responsible for remitting such taxes or assessments to the appropriate taxing or collection agency.

6.1.2 COMPLIANCE WITH LAWS, REGULATIONS, CODES, AND ORDINANCES

The selected bidder shall comply with all applicable provisions of federal and state statutes, laws, and regulations; parish and city codes or ordinances, specifically the National Electrical Code, Part 68 of the Federal Communications Commission's Rules and Regulations, tariffs or the Louisiana Public Service Commission, and all Louisiana laws and regulations regarding procurement including Louisiana Revised Statute 37:2163. The selected bidder shall be responsible for all licenses, permits, and inspection fees required.

6.1.3 CONTRACTOR RESPONSIBILITIES

The Contractor assumes responsibility for all items and/or services offered in his bid response whether or not the Contractor produces or provides them. Further, the State shall consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

6.1.4 APPLICABLE LAW

The contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

6.1.5 BLANK

6.1.6 BID DOCUMENT AND BID RESPONSE INCORPORATED BY REFERENCE

The provisions of the selected bid response and this bid document with all addenda shall be incorporated by reference in the contract.

6.1.7 ORDER OF PRECEDENCE

In the event of ambiguity in the specifications, the order of precedence shall be the contract, the bid document, and the bid response.

6.1.8 GOOD FAITH NEGOTIATIONS

It is expected that both parties shall make reasonable efforts in an attempt to negotiate a contract. If it is determined that either party is not acting in good faith, contract negotiations shall cease.

6.1.9 BLANK

6.1.10 WAIVER CLAUSE

Waiver of any breach of any term or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified, or deleted except by the written consent of both parties.

6.1.11 SEVERABILITY

If any term or condition of this contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions or applications which can

be given effect without the invalid term, condition or application; to this end, the terms and conditions of this contract are declared severable.

6.1.12 HEADINGS AND SECTION REFERENCES

The headings given to the paragraphs herein are inserted only for convenience and are in no way to be construed as part of this contract or as a limitation of the scope of the particular paragraph to which the heading refers.

6.1.13 RIGHT TO AUDIT

The State Legislative auditor, federal auditors and internal auditors of the Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the contract for a period of five (5) years from the date of the last payment made under this contract or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

6.2 CONTRACT ADMINISTRATION

6.2.1 CONTRACT TERM

The initial contract shall be for a thirty-six (36) month period from date of award.

6.2.2 RENEWAL TERM

Upon acceptance by the Contractor and approval by the State, this contract may be renewed for one (1) additional twenty-four (24) month period at the same prices, terms and conditions.

6.2.3 ORDERS

Written orders for state agencies shall be issued by the OTM Customer Service Section.

Written orders for quasi-state agencies and political subdivisions such as local and parish government agencies shall not be approved by OTM. The Contractor shall accept orders directly from these agencies. It is the responsibility of the Contractor to verify type of agency.

6.2.4 CHANGE ORDERS

Change orders shall be in writing and shall be handled as new orders or disconnects.

6.2.5 INVOICING

All invoices shall be itemized in the same units and at the same rates or prices as bid by the Contractor.

Invoices shall reference the written order number and shall be itemized with item numbers, contract numbers, OTM numbers (if applicable), item descriptions, quantities, and prices as indicated on the written order. Invoices which do not comply shall be returned to the Contractor.

The Contractor(s) shall not charge for incomplete calls. The Contractor(s) shall facilitate completion of calls to toll-free numbers at no charge.

All charges shall be itemized as bid by the Contractor. All per minute and per call charges shall be identified back to the specific call and the line incurring the charge. All per line charges shall be identified back to the line incurring the charge. All percentages of usage charges shall be identified back to the type of traffic. Any charge that is not verifiable back to the appropriate level described above shall not be paid by the State.

The Contractor(s) shall deliver the invoice (hard copy or other media) to the OTM Fiscal Section by the 10th of each month. The Contractor's billing cycle may be adjusted in order to accommodate this requirement.

All per minute and per call charges shall be supported by call detail records/information as discussed in the Call Detail Tape section of this bid document. Per minute and per call charges that are not reflected on the call detail tape may be subtracted from the amount due on the hard copy invoice.

The State can only authorize payment based on the rates and charges proposed by the bidder in response to this bid document. At times, service has been activated on a line or station that was not recognized by the Contractor as part of the State account, or calls were completed by the line prior to the Contractor placing the number in the Contractor's database. When calls are billed to that line or station at rates other than those included in the contract, the State cannot pay for the calls and shall send the billings back to the Contractor for adjustment. This is a time consuming process for the State and the Contractor. The bidder should provide a detailed narrative discussion of how all billings shall be reconciled to the contract rates and what processes and procedures the bidder recommends to minimize the occurrences of billing adjustments while providing rapid activation of service. The bidder should provide this narrative on the "Bill Reconciliation" form in Section 7.

6.2.5.1 HARD COPY INVOICE

The following information shall be provided on the invoice: The total minutes of use, total calls, total lines, and total usage charges, whichever are applicable, for

all rate elements bid and specified in Section 4.1.1 – Equal Access Pricing Specific to the bid document.

All credits and adjustments applied to the account during the billing period shall be explained and fully detailed.

6.2.5.2 CALL DETAIL TAPE

The Contractor(s) shall provide a monthly call detail tape which shall provide complete detail on all calling activity by originating telephone number. This tape shall be a direct reflection of all calling activity included on the monthly hard copy invoice.

The Contractor shall provide call detail on IBM 3490 or 3480 compatible cartridge, or CD-ROM; however, 3490 cartridge is strongly desired.

The Contractor shall deliver the call detail tape to the OTM Fiscal Section by the 10th of each month. The Contractor's billing cycle may be adjusted in order to accommodate this requirement.

At a minimum, the tape shall include the following information:

Called from Number	Unique Trunk Group
Called to Number	NPA-NXX-(Excluding last 4 digits)
Call Date	Include year, month, day
Call Origination Time	Include hour, minutes, and seconds
Call Duration	Either minutes and tenths of minutes, or minutes and seconds, or minutes, seconds, and tenths of seconds
Amount Charged	Call rating
Call Type Indicators	Unique identifier for DDD, Operator-Assisted, Directory Assistance, and International

Other information can be provided in the record. The State desires that the “to city” and the “to State” fields be provided in the call detail records. The bidder shall provide a complete record layout for the tape and a sample tape for test purposes prior to award of contract. It is desirable for the bidder to provide a sample tape and record layout with the bid response.

The bidder should complete the form “Other Information” in Section 7.

The call detail tape shall not be reformatted in any manner during the term of the contract without OTM’s prior written knowledge and approval.

6.2.6 PAYMENTS

OTM shall be responsible for payment of invoices for all orders issued and approved by OTM. Invoices for orders not issued by OTM shall be paid by the acquiring agency.

6.2.7 REPORTS

The Contractor shall provide at no cost, on request by OTM, the following reports:

Management reports which provide summaries on monthly usage by originating area code and time of day.

Inventory list of telephone numbers being serviced under the contract.

The bidder should provide details about other reports and network management tools available to the State on the “Reports” form in Section 7.

6.2.9 TERMINATION

6.2.9.1 TERMINATION FOR CAUSE

State may terminate this contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the contract provided that the State shall give the Contractor written notice specifying the Contractor’s failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice. Failure to perform within the time specified in the bid document or bid response shall constitute a default and may cause cancellation of the contract. Where the State has determined the Contractor to be in default, the State reserves the right to obtain any or all products or services covered by the contract on the open market and to charge the Contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid response from the defaulting Contractor shall be considered.

Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and

conditions of this contract provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

For purposes of this bid document and the resulting contract, "cause" includes, but is not limited to, the Contractor's failure to notify and receive written approval from OTM and the Office of State Purchasing for the filing of a Special Billing Arrangement/Custom Tariff (SBA/CT) or an SBA/CT amendment which modifies, contradicts, or nullifies the prices, terms, and conditions of the bid document, the contract, or the SBA/CT (or amendment) filed as a result of the award of the contract.

6.2.9.2 TERMINATION FOR CONVENIENCE

State may terminate the contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

6.2.9.3 TERMINATION FOR NON-APPROPRIATION OF FUNDS

The continuation of this contract is contingent upon the continuation of an appropriation of funds by the Legislature to fulfill the requirements of the contract. If the Legislature fails to appropriate sufficient monies to provide for the continuation of a contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriations for the year from exceeding revenues for that year or for any other lawful purpose and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the last day of the fiscal year for which funds were appropriated.

6.2.10 CONTRACT MODIFICATIONS

Contract modifications may result from technological enhancements, manufacturer discontinuance, or obsolescence. If an item meets or exceeds original specifications and the price is equal to or lower than the original bid price, a contract modification may be requested in writing by the Contractor to the OTM Contracts Administrator. The Office of Telecommunications Management shall review the request and make a written recommendation to the Office of State Purchasing.

6.2.11 CONTRACT CONTROVERSIES

Contract controversies between the State and Contractor which arise by virtue of the contract between them shall be handled in accordance with Louisiana Revised Statute 39:1673. This includes without limitation controversies based upon

breach of contract, mistake, misrepresentation, or other cause for contract modifications or rescission.

6.2.12 BLANK

6.2.13 REMEDIES

6.2.13.1 WARRANTY/SERVICE GUARANTEE REQUIREMENTS

Service guarantee shall mean it is the responsibility of the Contractor to provide the contracted service and to maintain the service performance levels as required in this bid document during the entire term of the contract at no additional cost to the State. The Contractor shall repair or replace defective parts as necessary to provision for the contracted service. Service guarantee coverage shall be available 24 hours a day, 7 days a week.

The State desires a guaranteed restoration interval of four (4) hours. The bidder shall provide a guaranteed restoration interval on the "Restoration Interval" form in Section 7.

In the case of an interruption of service, the Contractor shall use his best effort to restore the service; notify OTM of the outage, the affected facilities, and the projected restoration time; and honor all guaranteed response times and repair times, as applicable.

6.2.13.2 LIQUIDATED DAMAGES

It is understood and agreed between the State and the Contractor, that time is of the essence and that for each calendar day of delay beyond the guaranteed installation intervals after due allowance for such extension or extensions of time that may be consented to by the State, and through a maximum of sixty (60) calendar days, the Contractor shall pay to the State as liquidated damages the sum of \$100 per day. It is understood between the State and the Contractor that such sum shall be treated as liquidated damages and not as a penalty, and that the State may withhold from the Contractor's compensation such sums as liquidated damages.

Whenever an interruption of services or other defect in transmission occurs due to events other than those addressed under the Force Majeure clause in this bid document, the Contractor shall be assessed at a rate of \$5 per day up to a maximum of one (1) month's billing per line affected for interruptions or defects in transmission lasting over four hours or beyond the restoration time guaranteed by the bidder in response to this bid document. The Contractor shall make available to the State any and all logs, records, maintenance reports and other documentation which the State requests in order to determine usage and outages.

Each party shall assist the other in resolving claims. The State may withhold from any payments to the Contractor the cost of damages from interruption of services.

Liquidated damages may be assessed if the Contractor files a Special Billing Arrangement/Custom Tariff (SBA/CT) or an amendment to an SBA/CT, without OTM's and the Office of State Purchasing's knowledge and written approval, which modifies, contradicts, or nullifies the prices, terms, and conditions of the bid document, the contract, or the SBA/CT (or amendment) filed as a result of the contract. Damages shall be determined by the number of calendar days that it takes the State to enter into a replacement contract, through a maximum of ninety (90) days. The Contractor agrees to pay to the State as liquidated damages and not as a penalty the sum of \$ 100 per calendar day.

The State may withhold from any payments to the Contractor the cost of damages.

6.2.13.6 LATE HARD COPY INVOICE AND CALL DETAIL TAPE

Failure on the part of the Contractor to provide a hard copy invoice and a readable Call Detail Tape by the tenth (10th) calendar day of the month may result in non-payment of the invoice for the month and may result in cancellation of the contract.

Any tape or other electronic media sent to OTM without masking the last four (4) digits of the "called to" number shall be returned to the Contractor and shall not be paid until a corrected invoice is received. The Contractor shall provide a corrected invoice for that time period within sixty (60) calendar days of return of the incorrect invoice by OTM.

Any changes made to electronic media without OTM's knowledge and approval which make OTM unable to process the invoice through OTM's billing system may result in OTM withholding payment for the month and may result in cancellation of the contract.

6.2.14 ASSIGNMENT

The Contractor shall not assign any interest in this contract by assignment, transfer, or novation without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

6.3 INDEMNIFICATION AND LIMITATION OF LIABILITY

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use

reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

Contractor shall indemnify, defend and hold the State harmless, ***without limitation***, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished by Contractor under its bid response and the contract, or of any copyright trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) State's unauthorized modification or alteration of a Product, Material, or Service; ii) State's use of the Product, Material, or Service in combination with other Products, Materials, or Services not furnished by Contractor; iii) State's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the State's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the contract.

For all other claims against the Contractor where liability is not otherwise set forth in the contract as being “without limitation”, and regardless of the basis on which the claim is made, Contractor’s liability **for direct damages, shall be the greater of \$100,000, the dollar amount of the contract, or two (2) times the charges for Products, Materials, or Services rendered by the Contractor under the contract.** Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

6.4 INSURANCE TYPES AND AMOUNTS

Contractor agrees to provide the State of Louisiana with Certificates of adequate insurance indicating coverage as required herein.

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-:VI. This rating requirement shall be waived for Worker's Compensation coverage only.

Contractor's Insurance: The Contractor shall not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any sub-contractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

Compensation Insurance: Before any work is commenced, the Contractor shall take out and maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees,

unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

Commercial General Liability Insurance: The Contractor shall take out and maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, the State, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability on the State. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contractor or his subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

Insurance Covering Special Hazards: Special hazards as determined by the State shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.

Licensed and Non-Licensed Motor Vehicles: The Contractor shall take out and maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall also cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed thereunder, unless such coverage is included in insurance elsewhere specified.

Subcontractor's Insurance: The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

7.0 BIDDER RESPONSE FORMS

7.1 PRICING PAGES

7.1.1 EQUAL ACCESS – SECURITY LEVEL CALL DETAIL (See Section 4.1.1)

RATE PER MINUTE

<u>Type Traffic</u>	<u>Day</u>	<u>Evening</u>	<u>Night</u>
IntraLATA	\$_____	\$_____	\$_____
Intrastate	\$_____	\$_____	\$_____
Interstate	\$_____	\$_____	\$_____

All conversion charges that may apply shall be listed.

All installation charges that may apply shall be listed.

7.0 BIDDER RESPONSE FORMS

7.1 PRICING PAGES

7.1.2 EQUAL ACCESS – SECURITY LEVEL CALL DETAIL (See Section 4.1.1)

DIRECTORY ASSISTANCE

RATE PER CALL

<u>Type Traffic</u>	<u>Per Call</u>
IntraLATA	\$_____
Intrastate	\$_____
Interstate	\$_____

7.0 BIDDER RESPONSE FORMS

7.1 PRICING PAGES

7.1.3 EQUAL ACCESS – SECURITY LEVEL CALL DETAIL (See Section 4.1.1)

OPERATOR ASSISTED CALLS

RATE PER CALL

<u>Type Call</u>	<u>IntraLATA</u>	<u>Intrastate</u>	<u>Interstate</u>
Operator Assisted	\$ _____	\$ _____	\$ _____
Operator Dialed	\$ _____	\$ _____	\$ _____
Person to Person	\$ _____	\$ _____	\$ _____
Station to Station	\$ _____	\$ _____	\$ _____
Other (specify)			
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____

7.0 BIDDER RESPONSE FORMS

7.1 PRICING PAGES

7.1.4 INTERNATIONAL CALLING (See Section 4.1.1)

RATE PER MINUTE

<u>Location</u>	<u>Day</u>	<u>Evening</u>	<u>Night</u>
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____

This page may be duplicated as necessary.

7.0 BIDDER RESPONSE FORMS
7.1 PRICING PAGES
7.1.5 REGULATED CHARGES

<u>Description</u>	<u>Application</u>	<u>Charge (\$, %)</u>	<u>Unit</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Bidder may attach additional explanatory information here.

7.2 OTHER BIDDER RESPONSE FORMS

7.2.1 BIDDER QUALIFICATIONS (See Section 3.1.1)

7.2 OTHER BIDDER RESPONSE FORMS

7.2.2 REFERENCES (See Section 3.1.1)

References:

Company Name: _____

Contact Person: _____

Address: _____

City/State: _____

Telephone/Fax #: _____

Company Name: _____

Contact Person: _____

Address: _____

City/State: _____

Telephone/Fax #: _____

Company Name: _____

Contact Person: _____

Address: _____

City/State: _____

Telephone/Fax #: _____

7.2 OTHER BIDDER RESPONSE FORMS

7.2.3 RELEVANT INFORMATION (See Section 3.1.1)

Bidders should include any relevant information concerning any value-added benefits of their service offerings.

7.2 OTHER BIDDER RESPONSE FORMS

7.2.4 CONVERSION EFFORT (See Section 3.1.1)

7.2 OTHER BIDDER RESPONSE FORMS

7.2.5 ACCOUNT ADMINISTRATION AND SERVICE ORDER PROCESSES (See Section 3.1.3)

7.2 OTHER BIDDER RESPONSE FORMS

7.2.6 CUSTOMER SERVICE AND SUPPORT (See Section 3.1.4)

7.2 OTHER BIDDER RESPONSE FORMS
7.2.7 CALL RATING METHOD (See Section 3.2.2.1)

Itemize Interstate calling area if it varies from the Definition provided in this bid.

7.2 OTHER BIDDER RESPONSE FORMS

7.2.8 PROJECT MANAGEMENT (See Section 3.3.3.1)

7.2. OTHER BIDDER RESPONSE FORMS

7.2.9 GUARANTEED INSTALLATION/ACTIVATION INTERVALS (See Section 3.3.3.2)

7.2 OTHER BIDDER RESPONSE FORMS

7.2.10 BILL RECONCILIATION (See Section 6.2.5)

7.2 OTHER BIDDER RESPONSE FORMS

7.2.11 OTHER INFORMATION

Billing media to be used. (See Section 6.2.5.2)

Call Detail Tape and Record Layout (See Section 6.2.5.2). Bidder should provide a sample.

Call Detail Records (See Section 6.2.5.2). Bidder should describe the fields to be provided in the call detail records.

Special Billing Arrangement/Custom Tariff required to be filed? ____Yes ____No

If yes, how many days to file after contract award? _____ calendar days

If yes, attach a copy of the proposed SBA/CT here.

7.2 OTHER BIDDER RESPONSE FORMS
7.2.12 REPORTS (See Section 6.2.7)

7.2 OTHER BIDDER RESPONSE FORMS

7.2.13 RESTORATION INTERVAL (See Section 6.2.13.1)